

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

Vetrica Navigation Co.,

Plaintiff,

VS.

Shebah Exploration & Production Company Ltd.

Salvic Petroleum Resources Ltd.,

Defendants,

and

Network Solutions, LLC,

GoDaddy.com, LLC

Garnishees.

[illegible]

CIVIL ACTION _____

IN ADMIRALTY, Rule 9(h)

**VERIFIED COMPLAINT WITH REQUEST FOR ISSUE OF
PROCESS OF MARITIME ATTACHMENT AND GARNISHMENT**

Vetrica Navigation Co. (“Vetrica”) brings this action against Shebah Exploration & Production Company Ltd. (“Shebah”) and Salvic Petroleum Resources Ltd. (“Salvic”) *quasi in rem* pursuant to Supplemental Rule B for Certain Admiralty and Maritime Claims, requesting the issue of writs of maritime attachment and garnishment including against Garnishees and states as follows:

Jurisdiction and Venue

1. This is an action within this Court’s admiralty jurisdiction pursuant to 28 U.S.C. § 1333 and is an admiralty or maritime claim within Fed. R. Civ. P. 9(h).

2. Venue is proper in this District because the Garnishees are Delaware LLCs and therefore within the meaning of Supplemental Rule B located, can be found, and/or can be served with process in this District.

3. Venue is also proper in this District because Garnishees can be found in this District and therefore Defendants property also is located in this District.

4. Defendant cannot be found in this District within the meaning of Supplemental Rule B.

The Parties

5. Vetrica is a corporation organized under the laws of Liberia and when chartered to Shebah Marine Services Ltd (“Shebah Marine”), a Nigerian corporation, was the owner of the M/T NAVARINO, an ocean-going tanker vessel (herein, the “Vessel”).

6. Shebah and Salvic, also both Nigerian corporations, are and were both guarantors of Shebah Marine’s obligations to Vetrica to pay charter hire and related charter expenses for the Vessel. A true and correct copy of the Shebah and Salvic guarantee in favor of Vetrica, is attached as **Exhibit A hereto**.

7. Garnishees each are entities with offices or agents located in this District which, on information and belief as detailed below, Vetrica reasonably believes hold accounts which are the property of and/or owing to Shebah and Salvic, respectively.

Facts

8. After Vetrica and Shebah Marine in April, 2017 entered a charter party for the Vessel, Shebah Marine defaulted. In order to allow the Vessel to continue to operate to the benefit of Shebah Marine, Shebah and Salvic entered the guarantee, **Exhibit A hereto**.

9. Shebah and Salvic, however, also defaulted on the guarantee. Vetrica then brought suit on the guarantee, against Shebah and Salvic, and Shebah Marine, in the High Court

of Justice, Queens Bench Division, London. After proceedings, the High Court on January 6, 2020 entered summary judgment against Shebah and Salvic, and Shebah Marine, in the amount of \$4,259,071.28, plus costs of £62,000 (approximately \$47,692.57) and interest at 8% per annum on the judgment sum “and on the aforesaid sum of £62,000 in respect of costs under s. 17(1) of the Judgments Act 1838 from 13 December 2019 (the date of judgment) to the date of payment,” for a total joint and several judgment including costs of approximately **\$4,306,763.85** and interest as ordered. A copy of the High Court judgment, which is not subject to appeal, is attached as **Exhibit B hereto**.

10. No part of the judgment has been paid to Vetrica.

Count I – Breach of Maritime Contract

11. Vetrica incorporates the above paragraphs as if fully set forth herein.
12. Shebah and Salvic breached their maritime contract with Vetrica as set out above.

Despite repeated demand, Vetrica remains unpaid.

13. Vetrica therefore demands judgment, as set out more fully below.

Count II: Maritime Attachment and Garnishment (Rule B)

14. Vetrica incorporates the above paragraphs as if specifically set forth herein.
15. Vetrica seeks issue of process of maritime attachment so that it may obtain payment for the amounts due to it under the Guarantee and Charter, including as determined by the High Court.

16. No security for Vetrica’s claims has been posted by Shebah, Salvic, Shebah Marine, or anyone acting on their behalf to date.

17. Shebah and Salvic cannot be found within this District within the meaning of Rule B, but is believed to have, or will have during the pendency of this action, property and/or assets in this jurisdiction consisting of cash, funds, freight, hire, and/or credits in the hands of

garnishees in this District, including but not limited to those named Garnishees herein.

18. In particular, confirmed by WHOIS searches, Sheba and Salvic maintain their respective websites, and by information and belief, email servers and other means of holding and processing Sheba and Salvic property, with Garnishees, as follows:

Domain Name: SEPCOL.ORG
Registry Domain ID: D105784928-LROR
Registrar WHOIS Server: whois.networksolutions.com
Registrar URL: <http://www.networksolutions.com>
Updated Date: 2018-02-02T14:31:59Z
Creation Date: 2005-02-24T17:30:00Z
Registry Expiry Date: 2022-02-24T17:30:00Z
Registrar Registration Expiration Date:
Registrar: Network Solutions, LLC
Registrar IANA ID: 2
Registrar Abuse Contact Email: abuse@web.com
Registrar Abuse Contact Phone: +1.8003337680
Reseller:
Domain Status: clientTransferProhibited <https://icann.org/epp#clientTransferProhibited>
Registrant Organization: Shebah E and P Ltd.
Registrant State/Province: Lagos
Registrant Country: NG
Name Server: NS57.WORLDDNIC.COM
Name Server: NS58.WORLDDNIC.COM

Domain Name: salvicpetroleum.com
Registry Domain ID: 1983446963_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: <http://www.godaddy.com>
Updated Date: 2016-01-11T15:49:41Z
Creation Date: 2015-11-23T10:40:31Z
Registrar Registration Expiration Date: 2020-11-23T10:40:31Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited
<http://www.icann.org/epp#clientTransferProhibited>
Domain Status: clientUpdateProhibited
<http://www.icann.org/epp#clientUpdateProhibited>
Domain Status: clientRenewProhibited <http://www.icann.org/epp#clientRenewProhibited>
Domain Status: clientDeleteProhibited <http://www.icann.org/epp#clientDeleteProhibited>
Registrant Organization: Salvic Energy Ltd
Registrant State/Province:

Registrant Country: VG

Registrant Email: Select Contact Domain Holder link at

<https://www.godaddy.com/whois/results.aspx?domain=salvicpetroleum.com>

Admin Email: Select Contact Domain Holder link at

<https://www.godaddy.com/whois/results.aspx?domain=salvicpetroleum.com>

Tech Email: Select Contact Domain Holder link at

<https://www.godaddy.com/whois/results.aspx?domain=salvicpetroleum.com>

Name Server: NS29.DOMAINCONTROL.COM

Name Server: NS30.DOMAINCONTROL.COM

DNSSEC: unsigned

“Salvic Energy” is a doing business name of Salvic; the website refers directly to Salvic’s operations and location.

Prayer for Relief

WHEREFORE, Vetrica prays:

A. That in response to Count I, process of maritime attachment be issued to garnish and attach property of Sheba and Salvic, jointly and severally, in the amount of at least **\$4,306,763.85** and interest as ordered; and that this Court enter judgment against Sheba and Salvic, jointly and severally, in that amount;

B. That in response to Count II, since defendants Sheba and Salvic cannot be found within this District pursuant to Supplemental Rule B, this Court issue an Order directing the Clerk to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of Sheba’s and Salvic’s tangible or intangible property or any other funds held by any garnishee, up to the amount of at least the amount demanded herein to secure Vetrica’s claims, and that all persons claiming any interest in the same be cited to appear and, pursuant to Supplemental Rule B, answer the matters alleged in the Verified Complaint;

C. That as provided in Supplemental Rule B, that such person over 18 years of age be appointed as moved for herein pursuant to Supplemental Rule B and Fed. R. Civ. P. 4(c) to serve process of Maritime Attachment and Garnishment in this action;

D. That this Court award Vetrica such other and further relief that this Court deems just and proper.

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